

mangOH® Yellow Beta Giveaway Contest

sponsored by Sierra Wireless

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO PARTICIPANTS WHO, AT TIME OF ENTRY: (I) ARE AGE 21 OR OLDER IF RESIDING IN THE UNITED STATES; OR (II) HAVE REACHED THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE.

VOID WHERE PROHIBITED. BRITISH COLUMBIA LAW GOVERNS THIS CONTEST.

1. **ELIGIBILITY:** The mangOH® Yellow Beta Giveaway Contest (the "Contest") is open only to individuals who are 21 (twenty-one) years of age or older as of the date of entry if they are residents of the United States or, if they reside in another jurisdiction, have reached the age of majority in the jurisdiction of residence and who meet the other eligibility requirements specified in these Official Rules ("Entrants").

The Contest is NOT open to any individual (a) who is a resident or national of a country which is subject to sanctions, embargoes or national trade restrictions of the United States of America, Canada or the European Union, (b) who is a resident of the Province of Quebec, (c) who is an employee of Sierra Wireless, Inc. ("Sponsor"), its advertising and promotion agencies or the social media platforms used to promote the Contest, or any of their respective parent companies, subsidiaries and affiliates, and such employees' immediate family and household members (unless the exclusion of such individuals is prohibited by law), or (d) if their participation in the Contest would violate any law, breach the terms of their employment, or breach any other agreement.

In the event of a dispute regarding any Entry (defined below), the Entry will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry (i.e., the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address) ("Authorized Account Holder"). The Contest is subject to all applicable federal, state, provincial and local laws and regulations and is void where prohibited.

2. **TIMING:** The Contest consists of two (2) phases as described in the chart below (collectively, the "Contest Period"):

Phase	Begins	Ends
Entry ("Entry Phase")	April 14, 2019	May 31, 2019 at 10:00pm PT
Judging ("Judging Phase")	June 1, 2019	June 31 2019

Winner will be announced at the end of June 2019.

The number of Entries to the Contest will be capped at 200.

Sponsor's computer is the official time-keeping device for the Contest.

3. **HOW TO ENTER:** During the Entry Phase, access the Contest website at <https://mangoh.io/project/mangoh-yellow-beta-giveaway-2019> (the "**Website**"). Follow the links and instructions to complete the registration information. Then, follow the links to submit one (1) Contest entry that complies with all of the guidelines set forth in Section 4 below (a "Submission", and collectively with a registration, an "Entry"). Each Entrant may make only one Entry during the Entry Phase. Entries received from any person or e-mail address in excess of the stated limit will be void.

4. **ENTRY GUIDELINES:** All Submissions must comply with the following guidelines:

- a. The Submission must include all information specified on the Website or requested in connection with the Submission (except for information that is specified to be optional).
- b. The Submission must comply with the length requirements (if any) specified on the Website.
- c. The Submission must be written in English and must be typed in the entry form on the Website. Handwritten submissions will not be accepted.
- d. The Submission (including the copyright in the Submission) must be owned and originally created by the Entrant.
- e. The Submission must not previously have been published or won any award.
- f. The Submission must not name or refer to any brand or trademark other than the Sierra Wireless marks, which marks Entrant has a limited license to use solely to incorporate into his/her Submission for this Contest and for no other purpose whatsoever.
- g. The Submission must not contain any material that is inappropriate, hateful, tortious, slanderous, defamatory, threatening, indecent, violent, libelous, obscene or offensive, refers to dangerous, unlawful or illegal acts, promotes a political agenda, or contains any criminal or civil liability.
- h. The Submission must not contain text that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion or religious beliefs nationality, disability, sexual orientation or age.
- i. The Submission must not contain any material that violates or infringes upon the rights of any third party, including, without limitation, copyrights, trademarks or rights of privacy or publicity, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or whose use by the Sponsor requires a license or permission from or payment to any third party.
- j. The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Submission is created.
- k. If the Submission identifies any person other than the Entrant, the Entrant must have prior submission obtained such person's consent to the use by the Sponsor of the Entry including such person's name, image and/or other identifying information, as applicable, as permitted hereunder; and
- l. The Submission must not contain any material that the Sponsor, in its sole discretion, deems inappropriate for public dissemination.

By submitting a Submission, the Entrant represents and warrants that he or she has complied with all of the foregoing requirements and has obtained all permissions, licenses and consents that are necessary to submit the Submission and for the use of the Submission as permitted by these Official Rules and to verify compliance with the foregoing requirements. Each Entrant agrees to provide to the Sponsor at the Sponsor's request copies of all such permissions, licenses and consents.

The Sponsor reserves the right in its sole discretion to disqualify Entrants or Submissions for not meeting any of the requirements outlined above or for any other reasons. Submissions cannot be withdrawn, revised or altered once submitted.

Entrant should not include any information in a Submission that is confidential information of Entrant or any third party. By making a Submission, Entrant grants Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes without restriction or further notice. Sponsor may utilize any Submission for promotional purposes, advertising and other promotional tools in perpetuity without compensation of any kind to Entrant. Entrant waives all moral rights in and to the Submission in favor of the Sponsor and will not have any ownership of intellectual property Sponsor creates using any Submission. If requested, Entrant will sign any documentation required for Sponsor or its designee to make use of the rights Entrant is granting to use the Submission.

5. **WINNER SELECTION:** Thirty (30) potential winners will be selected by a panel of judges (the "Judges"), selected by Sponsor in its sole discretion. The potential winners will be selected from all eligible Submissions based on the following criteria (the "Judging Criteria"):

- (a) The creativity and innovativeness of the Submission (40%);
- (b) The Entrant's previous experience and background in prototyping connected IoT applications (15%);
- (c) The estimated project timeline as described in the Submission (15%); and
- (d) The Entrant's willingness to contribute to the mangOH community, as described in the Submission (30%).

The Judges will determine the potential winners based on the Submission that best fits the Judging Criteria, at their sole discretion. The potential winners will be announced on or about September 1, 2017.

Odds of winning will depend on the total number of eligible Entries received and the caliber of those Entries and the Entries' compliance with the judging criteria. Posting a Submission on the Website does not constitute a determination by Sponsor that the Entrant who submitted the Submission is eligible to participate in the Contest or that the Submission otherwise complies fully with the Official Rules. In the event of any dispute, the decision of the Sponsor shall be final.

6. **WINNER NOTIFICATION AND VERIFICATION:** The potential winners will be notified by e-mail or by phone (at the e-mail address or phone number provided by the Entrant when entering the Contest), at the Sponsor's discretion. The potential winners are subject to verification. The potential winners will be required to complete and return to Sponsor, un-amended, a Release and Eligibility Agreement (the "Release"), confirming, among other things, compliance with these Official Rules, acceptance of the Prize as awarded without substitution and providing the releases described in section 8 below. The potential winners will also be required to provide a shipping address for the Prize.

If a potential winner cannot be reached or does not respond within forty-eight (48) hours of initial notification attempt, or declines the Prize, or fails to pass the verification process, including completing

and returning to Release (where permitted by law) within five (5) business days of delivery to the potential winner of the same, or if any attempted notification or prize delivery is returned as undeliverable, the potential winner will be disqualified and the Sponsor may, at its sole discretion, award the Prize to another Entrant selected by the Judges, subject to the same notification and verification requirements.

A potential winner will also be disqualified if the Sponsor determines, in its sole discretion, that it is not reasonably possible (or is not feasible in light of the value of the Prize) to ship the Prize to the shipping address provided by the potential winner. In such a case, the Sponsor may, at its sole discretion, award the Prize to another Entrant selected by the Judges, subject to the same notification and verification requirements.

For the avoidance of doubt, if there are insufficient qualifying Submissions to award all thirty (30) Prizes, the Sponsor may retain the Prizes and will have no obligation to re-open the Contest or award the Prizes to non-qualifying Submissions.

7. **PRIZES:**

There are thirty (30) prizes available to be won. Each prize consists of one (1) Sierra Wireless® mangOH® Yellow Beta platform, two (2) IoT expansion cards, one (1) Sierra Wireless® module, and one Sierra Wireless® Smart SIM, which may include a limited amount of wireless data, depending on the jurisdiction in which the applicable winner is located (collectively, the “Prize”). Prizes may come in a number of different options and configurations (e.g. different specifications for the modules and expansion cards). Entrants or winners may be asked to express a preference for a specific option or configuration, but the Sponsor does not guarantee that their preference will be granted. The Prize must be accepted as awarded. If the winner elects to use the Sierra Wireless® Smart SIM, additional terms and conditions may apply.

The approximate retail value (“ARV”) of each Prize is U.S.\$135. The aggregate ARV of all Prizes is approximately U.S.\$4,000.

The Prize is non-transferable, non-refundable, non-negotiable for cash, may not be resold and cannot be used in conjunction with any other offer or promotion. No substitution of the Prize or any component thereof is permitted, except in the discretion of Sponsor, which reserves the right to substitute a Prize or Prize component of equal or greater value. All federal, state, provincial and local taxes on Prize value, if applicable, are the sole responsibility of the winner. A U.S. IRS form 1099 will be issued if required by law. Winners are solely responsible for the reporting and payment of any income tax related to the receipt of a Prize. As a condition of accepting the Prize, winner agrees to furnish any requested information needed for tax reporting.

The Sponsor will ship the Prizes to each winner within a reasonable period of time after the Sponsor has verified the winner’s eligibility for the Prize in accordance with the procedure described above.

8. **RELEASE; CONSENT TO USE LIKENESS, VOICE, AND ADDRESS:** By participating in this Contest and/or by accepting a Prize, Entrants: (a) agree to abide by and be bound by these Official Rules including all eligibility requirements, the decisions of the Sponsor and/or their designees, which are final and binding in all respects, and the Privacy Policy of Sponsor (www.sierrawireless.com/privacy); (b) release and agree to indemnify and hold harmless Sponsor, the social media platforms used to promote the Contest, and their respective parent companies, affiliates and subsidiaries, together with their

respective employees, directors, officers, licensees, licensors, shareholders, attorneys/lawyers and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, judging or administration of the Contest (collectively, the "Released Parties"), from any and all claims, demands, damages, losses, liabilities, costs or expenses directly or indirectly caused by, arising out of, in connection with, or related to (i) any use, collection, storage and disclosure of personal information, (ii) their participation in the Contest, and (iii) use of the Prize or their participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of any Prize or participation in any Prize-related activities), (c) acknowledge that none of the Released Parties have made or are responsible or liable for any warranty, condition, representation or guarantee of a particular purpose thereof; and (d) consent to be contacted by Sponsor via e-mail.

Entrant will hold all of the Released Parties harmless in the event it is discovered that Entrant has departed from or not fully complied with any of the rules (including without limitation if Entrant breaches any of its representations or warranties made hereunder).

This release and indemnity shall continue in force following the termination of the Contest and/or the awarding of any Prize.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRIZES ARE PROVIDED "AS IS", WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS OR IMPLIED, AND ALL SUCH REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE EXPRESSLY DISCLAIMED BY SPONSOR, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES TO AN ENTRANT (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE FAIR MARKET VALUE OF A SINGLE PRIZE. This limitation is not made where prohibited by law.

By accepting a Prize, each winner acknowledges that its name and city/state/province/country of residence may be published in any medium worldwide by the Sponsor and/or its advertising or promotional agencies (including, but not limited to, use on Sponsor's website and/or the Sponsor's website and social media profiles) without limitation or further notification, and without providing compensation or intellectual property rights to the winner, except where prohibited by law.

Sponsor may make changes or additions to these Official Rules and/or extend the dates of this Contest for any reason at any time.

9. **GENERAL CONDITIONS:** All decisions of Sponsor are final and binding in all respects, and Entrants agree to waive any right to claim ambiguity in the Contest or these Official Rules, except where prohibited by law. Sponsor reserves the right to disqualify any Entrant it finds to be tampering with the entry process or the operation of the Contest or violating these Official Rules. Illegible and/or incomplete entries and entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. The Released Parties shall not be liable for: (a) late, lost, delayed, stolen, misdirected, postage-due, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (b) telephone system, telephone or computer hardware, network, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (c) data

corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (d) any injuries, losses or damages of any kind caused by a prize or resulting from acceptance, possession or use of a Prize, or from participation in the Contest; or (e) any printing, typographical, administrative or technological errors in any materials associated with the Contest. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Contest.

Proof of entering information at the Website identified above does not constitute proof of delivery or receipt. Sponsor reserves the right to modify the scheduling of the Contest without prior notification. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Contest is prohibited and may result in the disqualification of entries and/or the Entrant. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the entry is submitted. All entries become the sole property of the Sponsor and will not be acknowledged or returned.

Entrants may also be disqualified if Sponsor learns that the Entrant disparages the Sponsor during or after the Contest Period. Entrants should be aware that Sponsor retains the right to take legal action against Entrants who commit libel or slander against Sponsor during or after the Contest Period.

The Sponsor will not be required to enter into any correspondence with any Entrant, except for potential winners.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that term.

By entering the Contest and voluntarily providing your personal information as described in these Official Rules, you agree to the collection, use, storage, sharing and disclosure of your personal information by the Sponsor and its respective employees, agents, representatives, promotional agencies and marketing organizations for the purpose of administering the Contest, including without limitation contacting Entrants in the respect of the Contest and disclosing the list of winners, as more specifically set forth in Sponsor's privacy policy, available online at www.sierrawireless.com/privacy, which privacy policy you acknowledge you have read and accepted. Your personal information may be used for future promotions and marketing of the Sponsor, its affiliates, representatives, and promotional agencies (unless prohibited by law) but will not be used for any other purpose nor will it otherwise be disclosed to third parties, unless otherwise required by law.

Entrant acknowledges and consents that his/her personal data collected in relation to the Contest will be transferred to the USA and/or to Canada, in order to be processed by Sponsor. Sponsor will be the data controller and will process the personal data in accordance with applicable laws. The personal data will be processed only in relation to the Contest and for the purposes defined in these Official Rules. Entrant has the right of access to and the right to rectify the data concerning him/her. In order to exercise these rights, entrant should contact Sponsor at the address below.

If you would like to be excluded from all lists used by the Sponsor for any future promotions and marketing by the Sponsor, you may send a letter requesting that you be removed from such lists to the Sponsor at Sierra Wireless, 13811 Wireless Way, Richmond, BC, Canada, V6V 3A4, ATTN: MARKETING.

10. **INTERNET:** If for any reason the Contest is not capable of running as planned, including infection due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right to disqualify any individual it finds who tampers with the entry process, operation of the Contest or web site, and to cancel, terminate, modify, or suspend the Contest without notice and to select the winners from all eligible entries received prior to the cancellation or termination. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, problems or technical malfunctions of any computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of human error, technical problems or traffic congestion on the Internet or at any website, theft or destruction, or unauthorized access to, or tampering with or hacking of website, any combination thereof, or otherwise, including any injury or damage to any Entrant's or any other person's computer related to or resulting from participation in the Contest.

11. **CAUTION:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER OR DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

12. **DISPUTES:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor in connection with the contest, shall be governed by and construed in accordance with the laws of the Province of British Columbia (Canada), without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the Province of British Columbia (Canada). Any legal proceeds arising out of this Contest or relating to these Official Rules shall be instituted only in the courts of competent jurisdiction located in the City of Vancouver, British Columbia (Canada), and the parties consent to jurisdiction therein with respect to any legal proceeding or disputes of whatever nature arising under or relating to the contest. If any one or more provisions of these rules are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these rules.

13. **WINNERS' LIST/OFFICIAL RULES:** For a list of winners or a copy of the Official Rules, please send a self-addressed stamped envelope to: Sierra Wireless/MangOH Day Contest, Winners' List/Official Rules, Sierra Wireless, 13811 Wireless Way, Richmond, BC, Canada, V6V 3A4, to be received no later than June 15, 2019. Winners' lists will be sent once all winners have been verified and Prizes have been awarded.

14. **SPONSOR:** Sierra Wireless, Inc. (13811 Wireless Way, Richmond, BC, Canada, V6V 3A4) is the sole Sponsor. The Contest is not sponsored, endorsed or administered by any other person. All communication with respect to the Contest, including requests to be removed from future Contest mailings, should be directed to the Sponsor.